



**State of Delaware**  
**Department of Natural Resources**  
**and Environmental Control**

**Division of Fish and Wildlife**

**MIDLANDS WILDLIFE AREA –**  
**PULPWOOD THINNING TIMBER SALE**

**Invitation to Bid**

**Contract No. NAT16101-MIDLANDS\_THIN.**

**November 14, 2016 – to be posted.**

**- *Deadline to Respond* -**

**December 15, 2016**  
**1:00 PM (Local Time)**

## **CONTRACT NO. NAT16101-MIDLANDS-THIN**

### **ALL BIDDERS:**

The enclosed packet contains an "INVITATION TO BID" for NAT16101-MIDLANDS-THIN. The invitation consists of the following:

- I. DEFINITIONS and GENERAL PROVISIONS
  - A – GENERAL PROVISIONS
  - B – AWARD AND EXECUTION OF CONTRACT
  - C – GENERAL AUTHORITY
  - D – EQUAL OPPORTUNITY
- II. SPECIAL PROVISIONS
- III. TECHNICAL SPECIFICATIONS
  - Exhibit 1 – Timber Sale Maps 1 – 9.
  - Exhibit 2 – Contract Document
- IV. BID QUOTATION REPLY SECTION

### **ATTACHMENTS**

- A – NO BID REPLY FORM
- B – NON-COLLUSION STATEMENT AND ACCEPTANCE
- C – BID QUOTATION
- D – BUSINESS REFERENCES
- E – ITB EXCEPTIONS
- F – SUBCONTRACTOR INFORMATION FORM
- G – OFFICE OF SUPPLIER DIVERSITY (OSD) APPLICATION

- APPENDIX A – Timber Sale Maps
- APPENDIX B – Timber Sale Contract

Both appendixes are made part of this solicitation and are available for download at the following site:

<http://bids.delaware.gov/>

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by December 15, 2016 at 1 p.m.(Local Time).

### **Bids shall be submitted to:**

**STATE OF DELAWARE  
Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown DE 19947  
302-856-2893**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Robert Gano at [robert.gano@state.de.us](mailto:robert.gano@state.de.us).

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**DNREC/ Division of Fish & Wildlife**

**I. DEFINITIONS  
AND  
GENERAL PROVISIONS**

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**DEFINITIONS**

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BIDDER OR VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

**BIDDER'S DEPOSIT:** The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

**BID INVITATION:** The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**CONTRACTOR:** Any individual, firm, or corporation with whom a contract is made by the Agency.

**DESIGNATED OFFICIAL:** The agent authorized to act for the Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**ITB:** Invitation to Bid.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**PROPOSAL:** The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which its has contracted.

**SECTION A - GENERAL PROVISIONS**

**1. BID INVITATION**

See "Definitions".

**2. OVERVIEW OF INVITATION TO BID**

The purpose of this solicitation is to contract with a vendor to thin pulpwood which is located on the Midlands Wildlife Area. The area to be thinned is identified in the body of the Invitation to Bid (ITB), consists of multiple areas and represents approximately 750 total acres.

Sealed bids for Contract No. **NAT16101-MIDLANDS\_THIN** shall be received by the Department of Natural Resources and Environmental Control, Division of Fish and Wildlife, no later than **December 15, 2016 at 1:00 PM (Local Time)**, at which time bids will be recorded. All vendor bids shall be delivered to the following address:

**Redden State Forest Office  
18074 Redden Forest Drive  
Georgetown, DE 19947  
(302) 856-2893**

All bids received by the Division of Fish and Wildlife, by the time identified above, will be publically announced after the closing time specified above. Bidders or their authorized representatives are invited to be present, but only bidder names will be announced.

Proposals that were not been received by the deadline specified **WILL BE REJECTED**. Rejected bids will be returned unopened.

For further information about this bid, please contact:

**Division of Fish & Wildlife  
37604 Mulberry Landing Rd.  
Frankford, DE 19945  
Attn: Rob Gano, Regional Wildlife Manager  
[Robert.gano@state.de.us](mailto:Robert.gano@state.de.us)  
(302) 539-3160**

**NO BIDS WILL BE ACCEPTED AT THE MULBERRY LANDING ADDRESS.**

**3. PROPOSAL FORMS**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The bid form shall contain basic bid information. Space has been provided to bid for timber thinned and to list the price paid per ton. All proceeds will be paid to the Division of Fish & Wildlife. Additional blank spaces are for use by vendor, including vendor's name, signature, and notary affirmation.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

The bidder's proposal shall be printed in blue or black ink, or typewritten. All bid proposals are required to be submitted on Attachment C, Vendor Proposal Form provided. No other formats for bidding a price per ton will be accepted.

**4. INTERPRETATION OF ESTIMATES**

Unless stated otherwise, the acreage referenced in this and all associated documents are estimates. No estimates of timber tonnage to be thinned from the Midlands Wildlife Area have been specified.

**5. EXAMINATION OF SPECIFICATIONS AND PROVISIONS**

Unless stated otherwise, the acreage referenced in this and all associated documents are estimates. No estimates of timber tonnage to be thinned from the Midlands Wildlife Area have been specified.

The submission of a bid shall be conclusive evidence that the bidder has made examination of the aforementioned acreages.

**6. PREPARATION OF PROPOSAL**

- a. **The bidder's proposal shall be written in ink or typewritten** on the form provided.
- b. All bid proposals are required to be submitted on Attachment C, Vendor Proposal Form provided. No other formats for bidding a price per ton will be accepted.

**7. PRICES QUOTED**

**All prices must be quoted in U.S. Dollars.**

**8. DISCOUNT**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

**9. BID SECURITY**

**A bid security in the amount of \$5,000 must accompany each bid.** This deposit shall be submitted in the form of a certified check drawn on a reputable banking institution and made payable to the Delaware Division of Fish & Wildlife.

The successful bidder's deposit shall be retained by the Delaware Division of Fish & Wildlife as a performance guarantee that the terms and conditions of the Contract are met. **This performance deposit shall not be applied as payment for pulpwood tonnage.**

Deposits from unsuccessful bidders shall be returned within seven (7) working days after signing of the Contract by the successful bidder.

**10. DELIVERY OF BIDS**

Bids shall be delivered in sealed envelopes marked Bid Enclosed, labeled with the contract name, the bidder's name and the bid opening date and time. Bids submitted by mail shall be enclosed in an outer envelope marked with Bid Enclosed.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. Oral, email, fax or telephone bids are not allowed.

**STATE OF DELAWARE**  
**DNREC/Division of Fish & Wildlife**  
**Redden State Forest Office, 18074 Redden Forest Drive, Georgetown DE 19947**

All bids must clearly display the bid number on the envelope – **NAT16101-MIDLAND\_THIN.**

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

#### **11. WITHDRAWAL OF PROPOSALS**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

#### **12. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, Delaware Division of Fish and Wildlife, and all officers, agents and employees thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by himself or by his employees.

#### **13. DISQUALIFICATION OF BIDDERS**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- e. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

#### **14. ADDENDA TO THE INVITATION TO BID (ITB)**

If it becomes necessary to revise any part of this ITB, revisions will be posted at <http://bids.delaware.gov/> . By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Invitation to Bid.

#### **15. LOBBYING AND GRATUITIES**

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Lobbying or providing gratuities shall be strictly prohibited. Vendors found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this ITB or the award of a contract resulting from this ITB shall have their proposal immediately rejected and shall be barred from further participation in this ITB.

The selected vendor will warrant that no person or selling agency has been employed or retained to solicit or secure a contract resulting from this ITB upon agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any contract resulting from this ITB without liability or at its discretion deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

All contact with State of Delaware employees, contractors or agents of the State of Delaware concerning this ITB shall be conducted in strict accordance with the manner, forum and conditions set forth in this ITB.

## **16. INDEPENDENT CONTRACTORS**

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

It may be at the State of Delaware's discretion as to the location of work for the contractual support personnel during the project period.

## **SECTION B - AWARD AND EXECUTION OF CONTRACT**

### **1. CONSIDERATION OF BIDS**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. The basis of the award will be determined by the highest price per ton.
- b. The right is reserved to reject any or all bids, or any portion thereof, to advertise for new bids, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Division of Fish & Wildlife or its agent, the best interest of the State will be promoted thereby.

### **2. CONTRACT AWARD**

The Division of Fish & Wildlife shall award a contract to the highest qualified bidder. The successful bidder shall be notified within thirty (30) working days.

### **3. EXECUTION OF CONTRACT**

The bidder to whom the award is made shall execute a formal contract and bond within twenty (20) days after date of official notice of the award of the contract.

If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty (20) days after the date of official notice of the bid award, the bidder's deposit shall immediately become forfeited as



STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

liquidated damages. Award will then be made to the next highest qualified bidder of the work or re-advertised, as the Division of Fish & Wildlife may decide.

**4. REQUIREMENT OF CONTRACT PERFORMANCE BOND**

Successful bidders shall furnish bond, **unless bond(s) have been waived as noted in the Special Provisions**, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.

The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

**5. THE CONTRACT(S)**

The contract(s) with the successful bidder(s) will be executed with the DNREC/ Division of Fish & Wildlife.

**6. RETURN OF BIDDER'S DEPOSIT**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

## **SECTION C – GENERAL AUTHORITY**

### **1. AUTHORITY OF AGENCY**

On all questions concerning the interpretation of specifications, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

### **2. LAWS TO BE OBSERVED**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

### **3. APPLICABLE LAW AND JURISDICTION**

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

### **4. PERMITS AND LICENSES**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

### **5. BID EVALUATION AND AWARD**

The DNREC/Division of Fish & Wildlife will award this contract to the highest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the DNREC/Division of Fish & Wildlife in making judgment.

### **6. SEVERABILITY**

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

## **SECTION D - EQUAL OPPORTUNITY**

### **1. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

- a. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
  - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin."
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife  
CONTRACT NO. NAT16101-MIDLANDS-THIN  
MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE  
**II. SPECIAL PROVISIONS**

**1. CONTRACT REQUIREMENTS**

This contract will be issued to cover the services to thin pulpwood which is located on the Midlands Wildlife Area requirements for the Division of Fish & Wildlife.

**2. CONTRACT PERIOD**

Each vendor's contract shall be valid for two (2) years from the date of contract signing from 2/1/2017 through 1/31/2019. This contract may be extended beyond the two (2) year initial contract upon a written request at least thirty (30) days in advance of the contract expiration date. The request for extension must be made in writing from the awarded vendor to the Director of the Division of Fish & Wildlife. Any extensions to the contract may be limited by regulations as specified in the Delaware Code.

**3. PRICES**

**All prices shall be quoted in U.S. Dollars.**

**4. BID BOND REQUIREMENT**

**The Bid Bond requirement has been waived.**

**5. PERFORMANCE BOND REQUIREMENT**

**The Performance Bond requirement has been waived.**

**6. MANDATORY INSURANCE REQUIREMENTS**

As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry the following coverage depending on the type of service or product being delivered.

a. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate,

and

b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

and

c. The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Before any work is done with the State, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Administrator, DNREC/Division of Fish & Wildlife**  
**Contract No. NAT16101- MIDLANDS\_THIN**  
**State of Delaware**  
**89 King's Highway Dover DE 19901**

**Note: The State of Delaware shall not be named as an additional insured.**

**Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.**

**7. BASIS OF AWARD**

Delaware Division of Fish & Wildlife shall award this contract to the highest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on price per ton.

Delaware Division of Fish & Wildlife reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

**8. STATE OF DELAWARE BUSINESS LICENSE**

Prior to receiving an award, the successful vendor shall either furnish Delaware Division of Fish & Wildlife with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899-8750 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

**9. HOLD HARMLESS**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

**10. NON-PERFORMANCE**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with Special Provisions, Item labeled "TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS" below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the contract prices for reasonably equivalent products or services herein shall be the responsibility of the Vendor and shall be submitted to the State no later than 30 days following the delivery of the State's invoice detailing the open

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

market purchase. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

## 11. FORCE MAJEURE

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## 12. CONTRACTOR NON-ENTITLEMENT

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

## 13. EXCEPTIONS

Bidders may elect to take **minor exception** to the terms and conditions of this ITB. Delaware Division of Fish & Wildlife shall evaluate each exception according to the intent of the terms and conditions contained herein, but Delaware Division of Fish & Wildlife must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

**Exceptions must be submitted utilizing Attachment G to be considered.** Delaware Division of Fish & Wildlife maintains sole discretion to reject any vendor exceptions that are submitted.

## 14. BUSINESS REFERENCES

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

**PLEASE DO NOT UTILIZE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

## 15. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number NAT16101-MIDLANDS\_THIN on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 16. BID/CONTRACT EXECUTION

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, DNREC/Division of Fish & Wildlife.

The State of Delaware requires completion of the [Delaware Substitute Form W-9](#) to make payments to vendors. Successful completion of this form enables the creation of a State of Delaware vendor record. The Taxpayer ID (SSN or EIN) and Applicant (vendor) name are submitted to the Internal Revenue Service for "matching." If the Taxpayer ID and name do not match, the vendor record cannot be approved.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

It is the applicant's responsibility to select the appropriate 1099 Withholding Type and Class. If incorporated, a business is not subject to 1099 reporting unless the business is providing legal or medical services.

Any questions about completing this form or specific comments about a form that you have submitted, please contact vendor services by phone at 302-672-5000.

## **17. VENDOR RESPONSIBILITY**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this ITB whether or not the Vendor or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment E, and are subject the approval and acceptance of DNREC, Division of Fish & Wildlife.

## **18. PERSONNEL, EQUIPMENT AND SERVICES**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those subcontractors identified in Attachment E are considered approved upon award. Changes to those subcontractor(s) listed in Attachment E must be approved in writing by the State.

## **19. FAIR BACKGROUND CHECK PRACTICES**

Pursuant to 29 Del. C. [§6909B](#), the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Vendors doing business with the State are encouraged to adopt fair background check practices. Vendors can refer to 19 Del. C. [§711\(g\)](#) for applicable established provisions.

## **20. MINIMUM WAGE RATES**

Work performed under this solicitation may fall under the [State of Delaware Minimum Wage Rates](#) or the Delaware Prevailing Wage rates. Prior to issuing a purchase order, the ordering agencies must obtain from the Department of Labor a determination if prevailing wage applies to the project and, if appropriate, what the applicable prevailing wage rates would be for the work to be performed. No work shall proceed without a determination by the Department of Labor. Request for prevailing wage certification can be found at: <http://dia.delawareworks.com/labor-law/prevailing-wage.php>.

## **21. PREVAILING WAGE**

The prevailing wage law, 29 Del.C.[§6960](#), is enforced by the Department of Labor and states that the specifications for every contract or aggregate of contracts relating to a public works project in excess of \$500,000 for new construction (including painting and decorating) or \$45,000 for alteration, repair, renovation, rehabilitation, demolition or reconstruction (including painting and decorating of building or works) to which this State or any subdivision thereof is a party and for which the State appropriated any part of the funds and which

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

requires or involves the employment of mechanics and/or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics which shall be based upon the wages that will be determined by the Delaware Department of Labor, Division of Industrial Affairs, to be prevailing in the county in which the work is to be performed.

## 22. DISPUTE RESOLUTION

At the option of, and in the manner prescribed by the Office of Management and Budget (OMB), the parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided evidence that is otherwise admissible or discoverable shall not be rendered inadmissible.

If the matter is not resolved by negotiation, as outlined above, or, alternatively, OMB elects to proceed directly to mediation, then the matter will proceed to mediation as set forth below. Any disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to mediation by a mediator selected by OMB, and if the matter is not resolved through mediation, then it shall be submitted, in the sole discretion of OMB, to the Office of Management and Budget, Government Support Services Director, for final and binding arbitration. OMB reserves the right to proceed directly to arbitration or litigation without negotiation or mediation. Any such proceedings held pursuant to this provision shall be governed by Delaware law and venue shall be in Delaware. The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the Hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits. Each party shall bear its own costs of mediation, arbitration or litigation, including attorneys' fees.

## 23. TERMINATION OF CONTRACT

The contract resulting from this ITB may be terminated as follows by DNREC/ Division of Fish & Wildlife.

**a. Termination for Cause:** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the contract cancellation notice from the State, the Vendor shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A vendor response shall not effect or prevent the contract cancellation unless the State provides a written acceptance of the vendor response. If the State does accept the Vendor's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Vendor must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Vendor successfully rectifies the original violation(s). At its discretion the State may reject in writing the Vendor's proposed action plan and proceed with the original contract cancellation timeline.



STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**b. Termination for Convenience:** The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c. Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

## 24. ASSIGNMENT

This contract shall not be assigned except by express prior written consent from the Agency.

## 25. NOTICE

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

**Administrator, DNREC/ Division of Fish & Wildlife  
State of Delaware  
Assawoman Wildlife Area 37604 Mulberry Landing Road Frankford DE 19945**

## 26. SUBCONTRACTS

Subcontracting is permitted under this ITB and contract. However, every subcontractor shall be identified in the Proposal (Attachment E) and agreed to in writing by the State or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Vendor(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the ITB and with all local, State and Federal Laws. The Vendor shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

**If a company elects to be a subcontractor for another vendor, the subcontractor may not independently bid on this solicitation.**

## 27. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a.** Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b.** Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c.** When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.

## 28. CONFIDENTIALITY

Subject to applicable law or the order of a court of competent jurisdiction to the contrary, all documents submitted as part of the vendor's proposal will be treated as confidential during the evaluation process. As such, vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Team or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract unless such disclosure is required by law or by order of a court of competent jurisdiction.

The State of Delaware and its constituent agencies are required to comply with the State of Delaware Freedom of Information Act, [29 Del. C. § 10001, et seq. \("FOIA"\)](#). FOIA requires that the State of Delaware's records are public records (unless otherwise declared by FOIA or other law to be exempt from disclosure) and are subject to inspection and copying by any person upon a written request. Once a proposal is received by the State of Delaware and a decision on contract award is made, the content of selected and non-selected vendor proposals will likely become subject to FOIA's public disclosure obligations.

The State of Delaware wishes to create a business-friendly environment and procurement process. As such, the State respects the vendor community's desire to protect its intellectual property, trade secrets, and confidential business information (collectively referred to herein as "confidential business information"). Proposals must contain sufficient information to be evaluated. If a vendor feels that they cannot submit their proposal without including confidential business information, they must adhere to the following procedure or their proposal may be deemed unresponsive, may not be recommended for selection, and any applicable protection for the vendor's confidential business information may be lost.

In order to allow the State to assess its ability to protect a vendor's confidential business information, vendors will be permitted to designate appropriate portions of their proposal as confidential business information.

Vendor(s) may submit portions of a proposal considered to be confidential business information in a separate, sealed envelope labeled "Confidential Business Information" and include the specific RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

defined by 29 Del. C. § 10002, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed. A vendor's allegation as to its confidential business information shall not be binding on the State. The State shall independently determine the validity of any vendor designation as set forth in this section. Any vendor submitting a proposal or using the procedures discussed herein expressly accepts the State's absolute right and duty to independently assess the legal and factual validity of any information designated as confidential business information. Accordingly, Vendor(s) assume the risk that confidential business information included within a proposal may enter the public domain.

**29. PRICE NOT CONFIDENTIAL**

Vendors shall be advised that as a publically bid contract, no Vendor shall retain the right to declare their pricing confidential.

**30. NO PRESS RELEASES OR PUBLIC DISCLOSURE**

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware with regard to any project or contract performance. Any such news or advertising releases pertaining to this solicitation or resulting contract shall require the prior express written permission of the State of Delaware.

The State will not prohibit or otherwise prevent the awarded vendor(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Vendor shall not use the State's seal or imply preference for the solution or goods provided.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife  
**III. TECHNICAL SPECIFICATIONS**

**SPECIFICATIONS AND CONTRACT REQUIREMENTS  
FOR THE MIDLANDS WILDLIFE AREA PULPWOOD THINNING TIMBER SALE**

The State of Delaware will contract with a vendor to thin pulpwood timber located on the Midlands Wildlife Area, subject to the following:

**1. DURATION OF THE CONTRACT**

The vendor's contract shall be valid for two (2) years from date the Contract Agreement Document is executed.

Any requests for extension of time beyond the two (2) year initial contract term shall be made at least thirty (30) days in advance of the contract expiration date. The request for extension must be in writing from the awarded vendor to the Director of the Delaware Division of Fish & Wildlife. Any extensions to the contract may be limited by regulations as specified in the Delaware Code.

**2. ACREAGE**

The awarded vendor shall retain the right to thin pulpwood timber from the Midlands Wildlife Area as designated in the contract documentation.

The timber thinning sale areas are located on multiple stands and the area boundaries are easily distinguishable on all sale sites.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

The following chart provides stand locations within the Midlands Wildlife Area, the approximate acreage associated with each area and the approximate total acreage.

Midlands Wildlife Area Stand	Approximate Acreage per Zone
1	80
4	7
5	24
7	31
12	11
13	37
14	9
15	11
16	16
19	70
22	16
23	30
24	46
29	41
30	25
32	23
35	35
38	111
39	31
40	36
43	34
54	26
<b>Total</b>	<b>750</b>

Please refer to Exhibit 1 for an overview of the area to be thinned and the specific area zones.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**3. TONNAGE**

The Acreage chart provided immediately above does not estimate tonnage. Tonnage volumes for the sale have not been calculated.

**The basis of sale award will be determined by the highest price paid per ton.**

**4. METHODOLOGY FOR WORK TO BE PERFORMED**

- a. The Division's prescription is for the commercial row thinning method to be used. Specifications include removal of skid roads on 75-foot centers and subsequent removal of all unacceptable growing stock between rows including hardwoods. Residuals trees will be dominants or co-dominants, of acceptable form, (i.e. tallest, straightest, no forked stems, and be free of disease or insect infestation). Within the residuals all oaks (Quercus spp.) with a greater than 6 "diameter at breast height (> 6"dbh) shall be left uncut. A target basal area of 70 square feet/acre is to be achieved as well as a stocking of 350- to 400- trees/ac. Minimal damage of residual stand is to be maintained which includes minimal trunk scarring as well as minimal damage to residual crowns. No hardwood trees shall be harvested for sale from this contract.
- b. To cut only those trees designated to be within the sale area. The term designated trees, as used herein, is understood to be only those live trees located within the designated area as outlined in the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1 and Exhibit 2.
- c. To avoid unnecessary damage to trees not designated for harvest within the sale area and any trees outside the sale area, during all phases of logging operations.
- d. To perform all logging functions in a workmanlike manner.
- e. To use existing roads and forest roads as designated and permitted by the Division.
- f. To refrain from allowing equipment parts, motor oil containers and filters, air filters, paper, scrap metal, wire, or any discarded material to be left on lands of the Division or adjoining lands. Realizing that logging operations tend to generate materials of this type, the Buyer will provide suitable containers on site for depositing discarded material and trash. These containers will be removed from the logging site when full, and emptied off-site by the Buyer. Upon completion of logging operations, trash containers will be permanently removed from the logging site. In case of accidental oil or fuel spills on lands of Division, Buyer will immediately initiate cleanup of said oil or fuel spills, and remove contaminated soil and other materials from the site.
- g. To make stump cuts so that all stumps shall be at a height no greater than 12 inches above ground level.
- h. To leave the streams, ditches, ponds, or other watercourses free and clear of treetops, brush, or other obstructions. To repair damage to fences, and to leave trails, roads, and property boundary markers in a condition as close to the original condition as possible.
- i. To notify the State or the designated agent, one (1) working day in advance of the intention to start cutting or moving equipment onto the site. Notice will also be given one (1) working day prior to the completion of the Contract and before equipment is moved out.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

- j. To exercise care at all times by the Buyer, his or her agent, and employees, or those that may be under Contract to him, that fires are not to be started or permitted to spread.
- k. To carry liability insurance, workman's compensation, and such motor vehicle insurance as required by the Timber Sale Specifications, Invitation to Bid, Delaware State Law, and furnish proof of same to the Division prior to commencement of the harvesting operation.
- l. To pay three (3) times the stumpage value for each tree not in the Contract that is cut or wantonly damaged.
- m. To comply with all state and county laws and regulations, and be responsible for any violations.
- n. To use best management practices throughout the operation to insure that erosion and sedimentation are not generated during or following the operation, according to the rules and regulations of Title 3, Chapter 10, Subchapter VI, Delaware's Forestry Practices Erosion and Sediment (E&S) Control Law. An Erosion and Sediment Control Permit must be approved by the Department prior to harvesting timber on this site. The buyer agrees to follow said permit requirements. Any restoration work needed on site as a result of the Buyer's operations will be the sole responsibility of the Buyer. Restoration work will be performed to the satisfaction of the Division.

**5. PAYMENTS TO AGENCY**

Payments are to be made on a **weekly basis** accompanied by haul/weight slips. Checks shall be made payable to **Delaware Division of Fish and Wildlife**.

**6. ASSIGNMENT OF CONTRACT**

The vendor may not assign his interest in this contract without the prior written consent of the Division of Fish and Wildlife.

**7. SECURITY**

The awarded vendor covenants and agrees that he will in no way interfere with the security of the property or in the State's ability to carry out its mission on the property.

**8. BINDING**

This agreement is binding upon the parties hereto, their heirs, successors, administrators and assignees.

**9. INDEMNIFICATION**

The Buyer, his or her agent, and employees agrees to indemnify and hold harmless the State of Delaware and the Delaware Division of Fish & Wildlife, their agents and employees from any and all liability suits, actions, or claims, together with all costs, expenses or attorney's fees arising from the negligence or other tortuous acts or omissions by the Buyer, his or her

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

agent, and employees regardless of whether such suits, actions, claims, or liabilities are also based upon acts or failure to act attributable to the State of Delaware, Delaware Division of Fish & Wildlife, their agents or employees.

**10. TERMINATION FOR CONVENIENCE**

Contracts shall remain in effect for the time period and quantity specified unless the Contract is terminated by the State. The State may terminate the Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

**11. TERMINATION FOR CAUSE**

If, for any reasons or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

**12. REQUIRED BID SUBMISSION MATERIALS**

The bid response package should contain at a minimum the following:

1. Vendor must include a check for \$5,000 as specified in Section B of the ITB, and identified under the heading BID SECURITY. Failure to include this bid security will cause a vendor's bid to immediately be removed from consideration.
2. Brief Vendor Cover Letter including an Applicant's experience, if any, providing similar services.
3. One (1) complete, signed and notarized copy of the Vendor Proposal Form (Attachment C).
4. One (1) complete, signed and notarized copy of the Non-Collusion Agreement (Attachment B).

**BOTH VENDOR PROPOSAL AND NON-COLLUSION MUST HAVE  
ORIGINAL SIGNATURES AND NOTARY MARK**

5. One (1) completed Business Reference form (See Attachment D) – please provide references other than State of Delaware contacts. Form must be included.
6. One (1) completed ITB Exception form (See Attachment E) – please check box if no information. Form must be included.

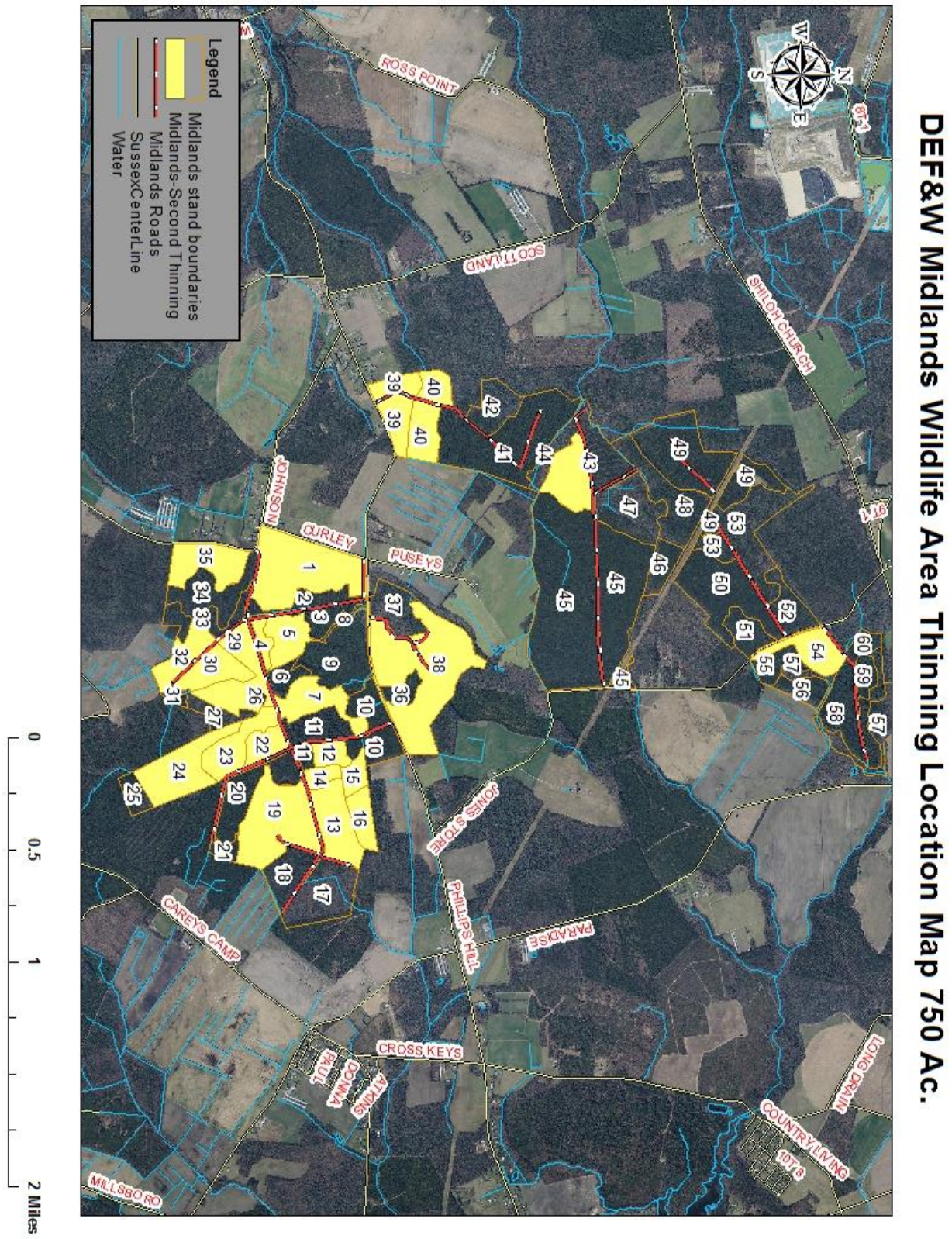


STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

7. One (1) complete OMWBE application (see link on Attachment F) – only provide if applicable

The items listed above provide the basis for evaluating each vendor's proposal. **Failure to provide all appropriate information may deem the submitting vendor as “non-responsive” and exclude the vendor from further consideration.** If an item listed above is not applicable to your company or proposal, please make note in your submission package.

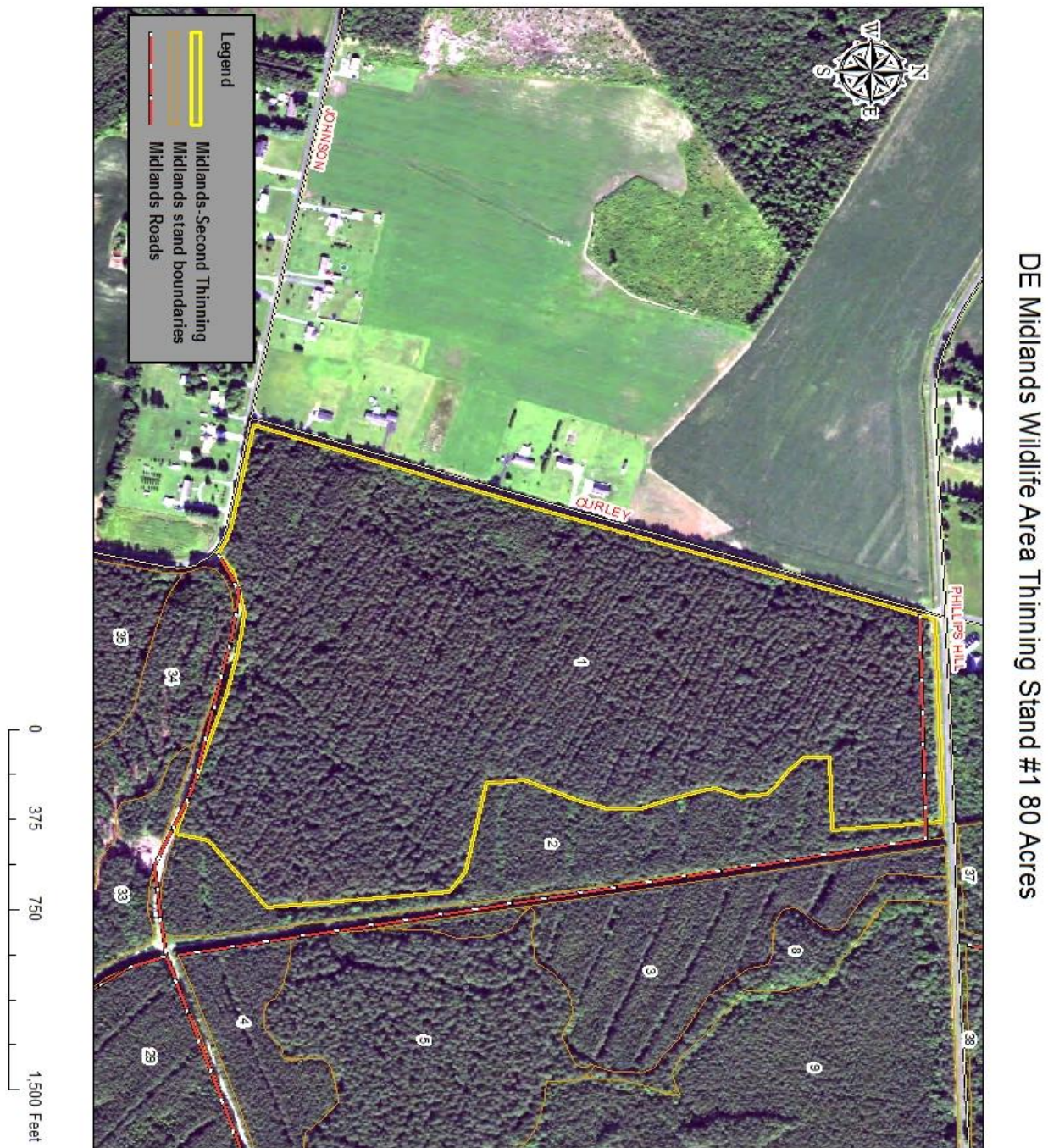
**Exhibit 1. Map 1 of 9.**





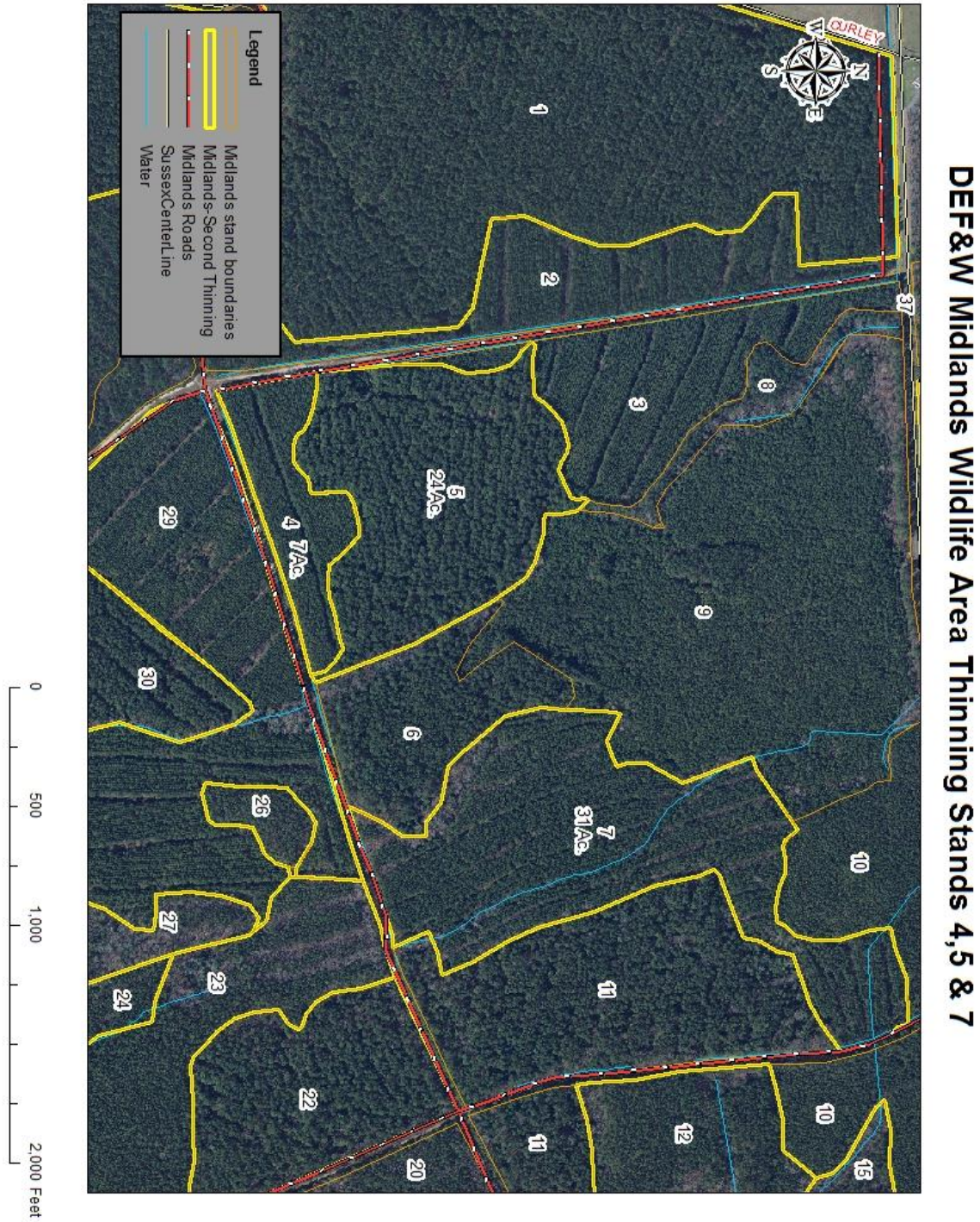
STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**Exhibit 1 – Map 2 of 9**





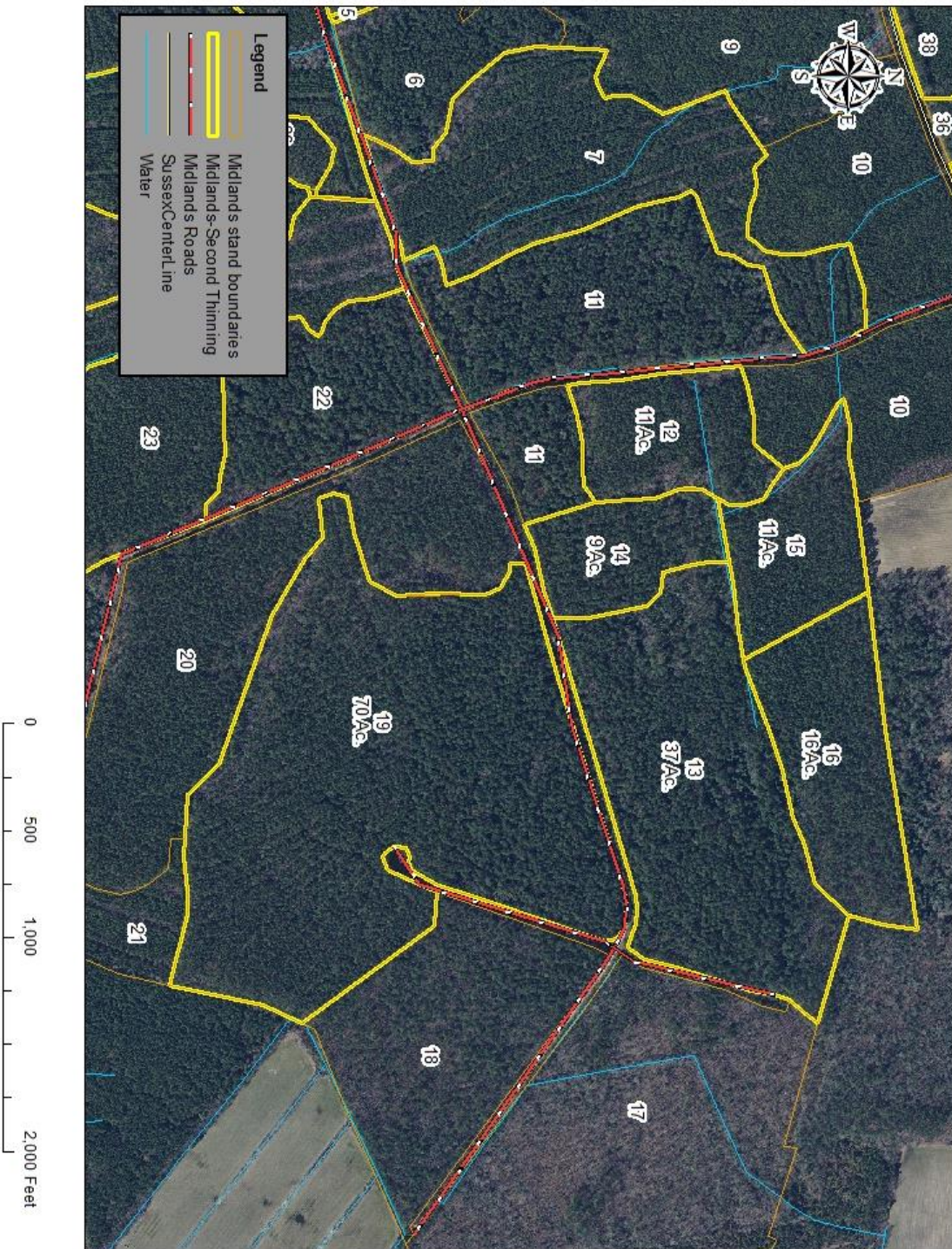
**Exhibit 1 – Map 3 of 9**





**Exhibit 1 – Map 4 of 9**

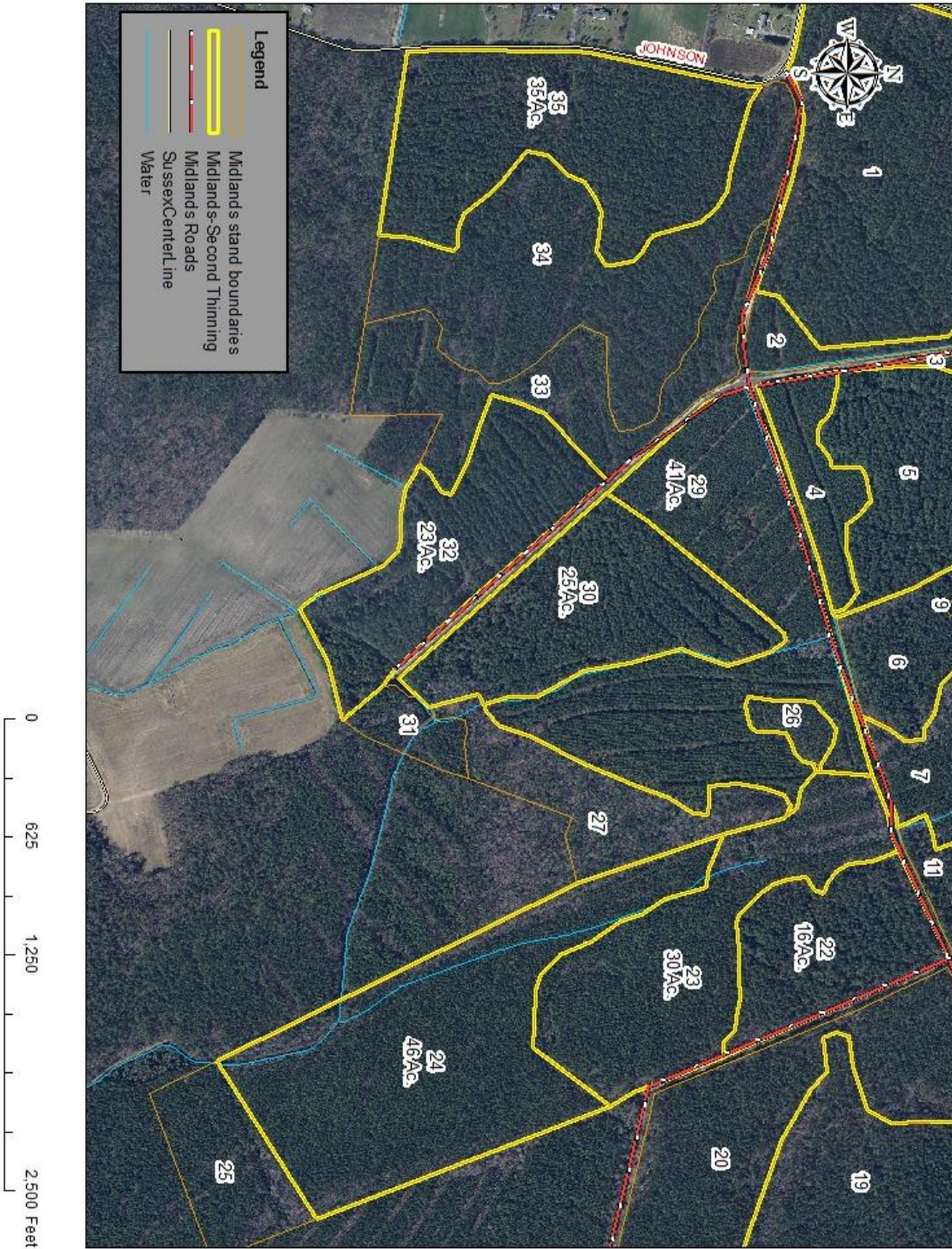
**DEF&W Midlands Wildlife Area Thinning Stands 12,13,14,15 & 19**





**Exhibit 1 – Map 5 of 9**

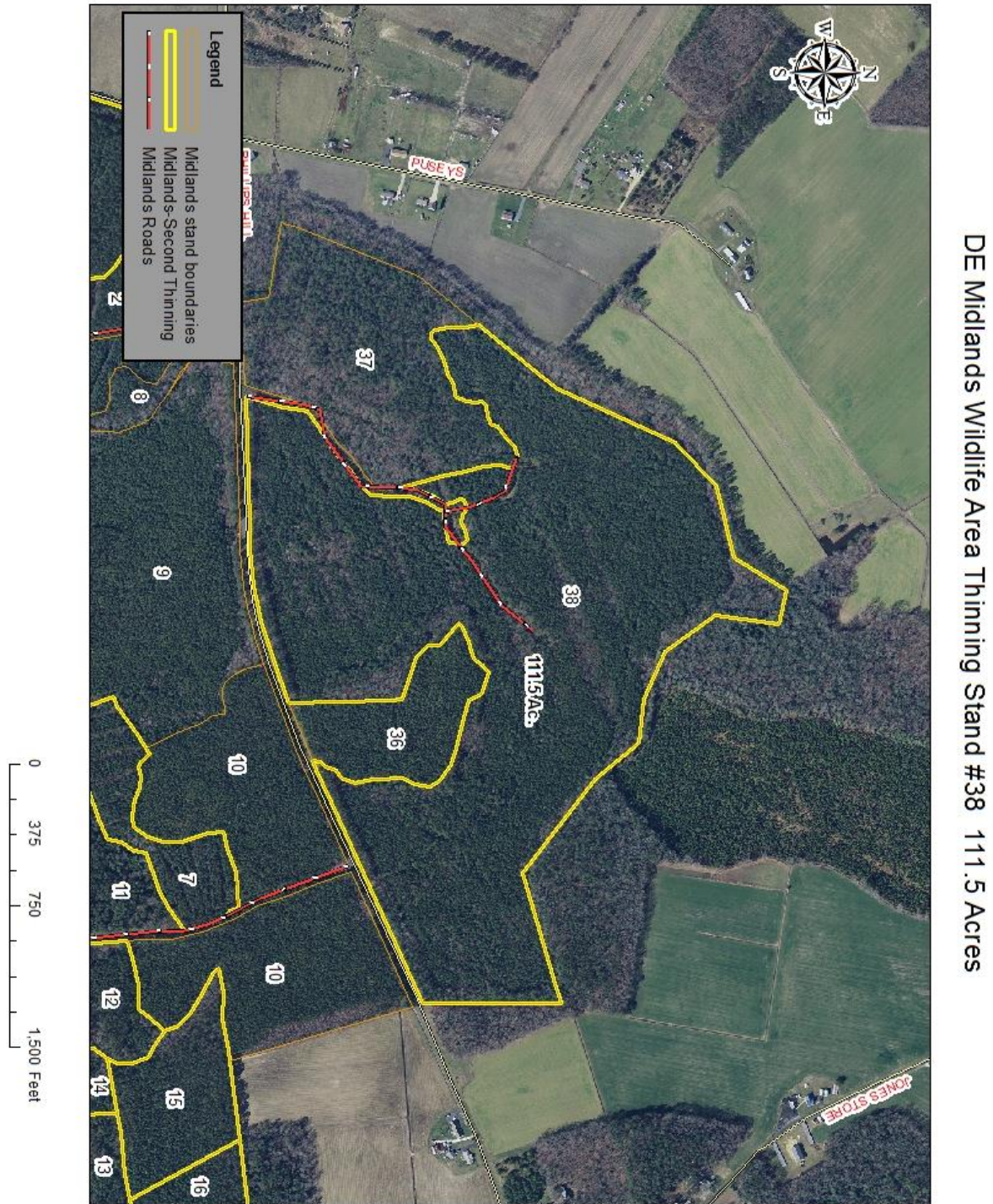
**DE&W Midlands Wildlife Area Thinning Stands 22,23,24,29,30,32 &35**





STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

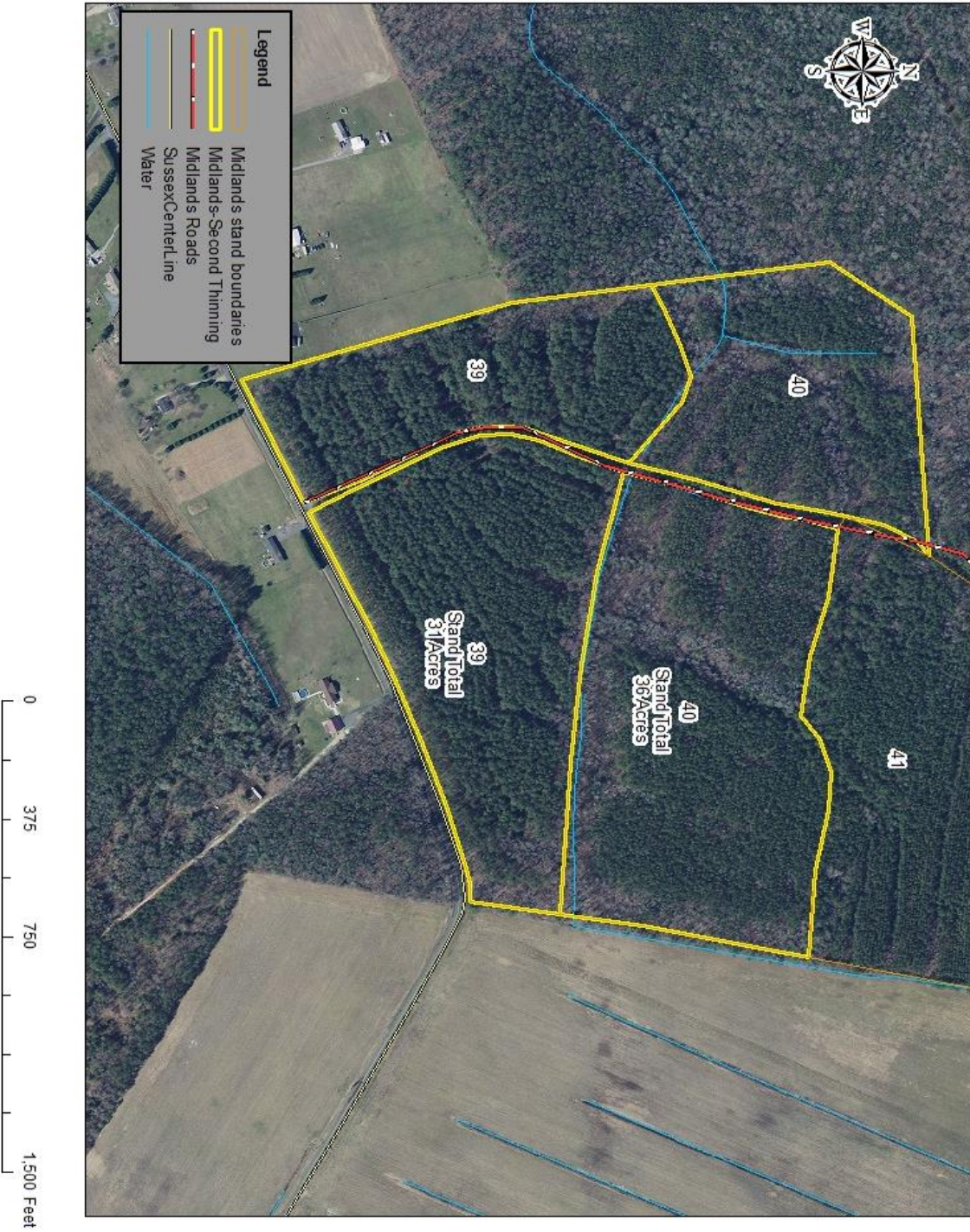
**Exhibit 1 – Map 6 of 9**





**Exhibit 1 – Map 7 of 9**

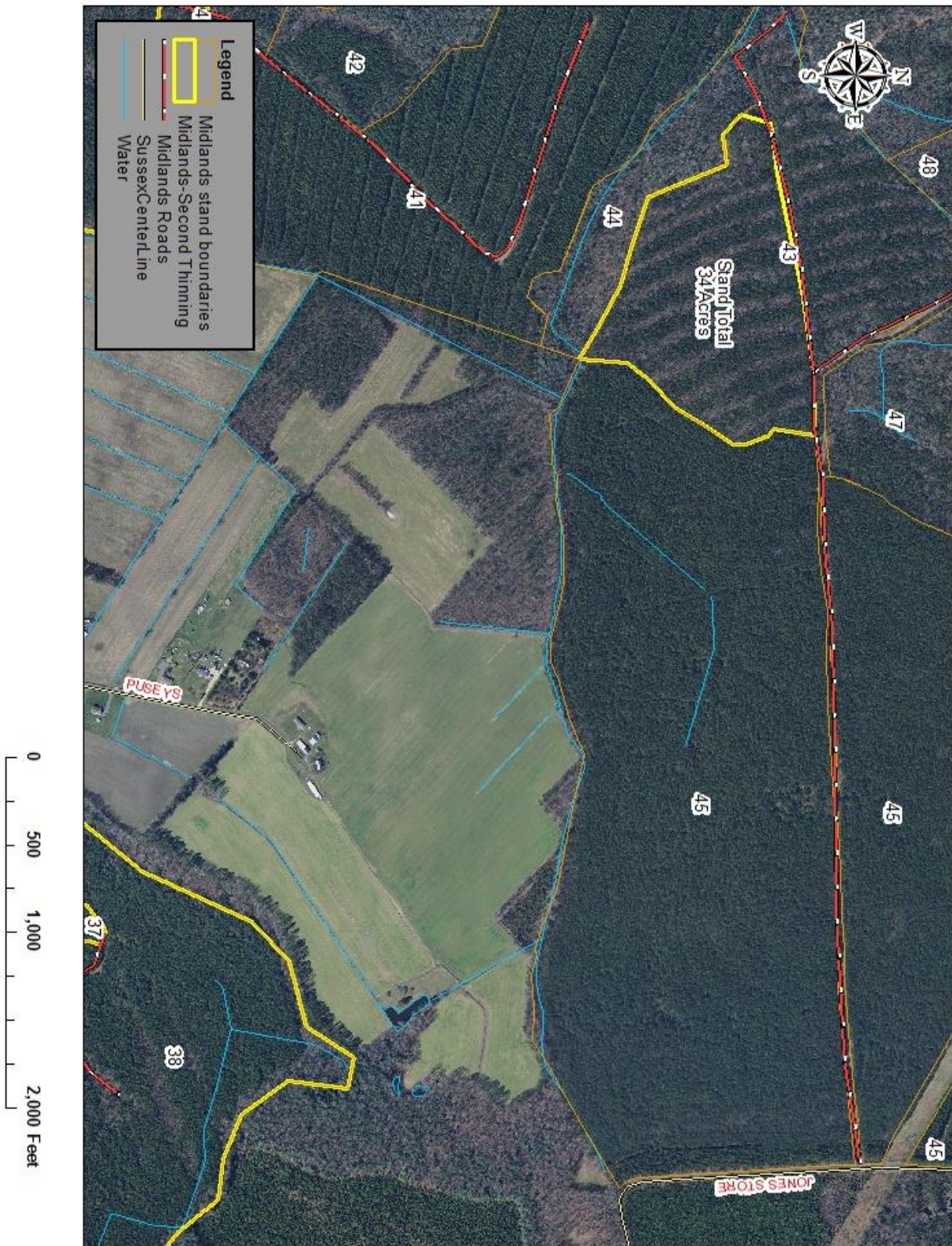
**DEF&W Midlands Wildlife Area Thinning Stands 39 & 40**





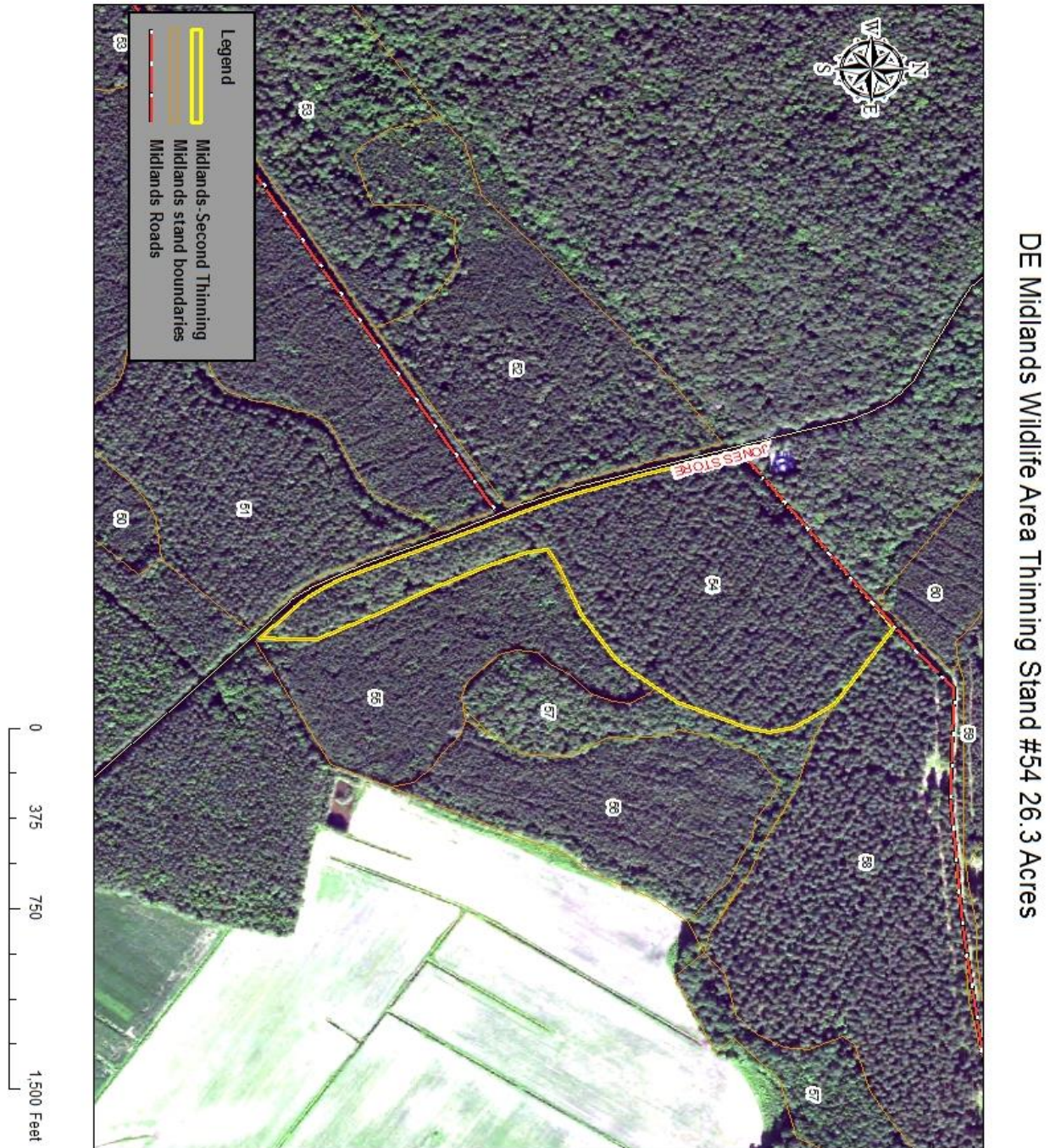
**Exhibit 1 – Map 8 of 9**

**DEF&W Midlands Wildlife Area Thinning Stand 43**





**Exhibit 1 – Map 9 of 9**



STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**Exhibit 2**

CONTRACT DOCUMENT

DELAWARE DIVISION OF FISH & WILDLIFE  
CONTRACT NO. NAT16101-MIDLANDS\_THIN  
Midlands Wildlife Area – Pulpwood Thinning Timber Sale

THIS AGREEMENT, made and executed this \_\_\_\_\_ day of \_\_, by and between Buyer (hereinafter designated as Buyer), party of the first part, and the Delaware Division of Fish & Wildlife, a department created under the laws of the State of Delaware (hereinafter designated as Department) party of the second part.

**WITNESSETH** that the Buyer in consideration of the covenants and agreements herein contained and made by the Division agree to the following:

**ARTICLE ONE.** The Buyer shall and will provide and furnish all the necessary labor and equipment to perform and complete this Contract and all Specifications and Proposals issued by the Department, entitled Contract No. NAT16101-MIDLANDS\_THIN, and identified as "Midlands Wildlife Area – Pulpwood Thinning Timber Sale" dated February 1, 2017, as hereby incorporated by referenced as the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.

**ARTICLE TWO.** The Buyer shall and will pay to the Delaware Division of Fish & Wildlife based on copies of haul/weight slips that must be provided with weekly payment. All loads must be weighed on a state certified motor truck scale that is capable of weighing the entire load.

**ARTICLE THREE.** The Division agrees to allow the Buyer right of access, ingress, egress, and regress to, on, over, and through property of the Division using such roads as the Division shall prescribe for the purpose of cutting and removing there from such timber as is included in the terms of the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.

The Division guarantees that it is the owner of said timber, holds a good title to the same and has the statutory right to remove said timber, and further agrees to answer any and all claims to the contrary at its expense.

The Division guarantees that all requirements and regulations of Title 3, Chapter 10, Subchapter V, the Delaware Seed Tree Law, have been met, and the Buyer has no reforestation responsibilities on this property.

The Division reserves the right to stop all logging operations due to wet weather conditions which can cause environmental degradation, safety violations, and/or violations of this Contract.

Landing sites will be designated by signs or approved by the State Forester or his/her designated agent.

**ARTICLE FOUR.** The Buyer agrees:

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

1. To cut only those trees designated to be within the sale area. The term designated trees, as used herein, is understood to be only those live trees located within the designated area as outlined in the Timber Sale Specifications contained in the Invitation to Bid, Exhibit 1, Exhibit 2, and Attachments.
2. To avoid unnecessary damage to trees not designated for harvest within the sale area and any trees outside the sale area, during all phases of logging operations.
3. To perform all logging functions in a workmanlike manner.
4. To use existing roads and forest roads as designated and permitted by the Division.
5. To refrain from allowing equipment parts, motor oil containers and filters, air filters, paper, scrap metal, wire, or any discarded material to be left on lands of the Division or adjoining lands. Realizing that logging operations tend to generate materials of this type, the Buyer will provide suitable containers on site for depositing discarded material and trash. These containers will be removed from the logging site when full, and emptied off-site by the Buyer. Upon completion of logging operations, trash containers will be permanently removed from the logging site. In case of accidental oil or fuel spills on lands of Division, Buyer will immediately initiate cleanup of said oil or fuel spills, and remove contaminated soil and other materials from the site.
6. To make stump cuts so that all stumps shall be at a height no greater than 12 inches above ground level.
7. To leave the streams, ditches, ponds, or other watercourses free and clear of treetops, brush, or other obstructions. To repair damage to fences, and to leave trails, roads, and property boundary markers in a condition as close to the original condition as possible.
8. To notify the State or the designated agent, one (1) working day in advance of the intention to start cutting or moving equipment onto the site. Notice will also be given one (1) working day prior to the completion of the Contract and before equipment is moved out.
9. To exercise care at all times by the Buyer, his or her agent, and employees, or those that may be under Contract to him, that fires are not to be started or permitted to spread.
10. To carry liability insurance, workman's compensation, and such motor vehicle insurance as required by the Timber Sale Specifications, Invitation to Bid, Delaware State Law, and furnish proof of same to the Division prior to commencement of the harvesting operation.
11. To hold Division harmless and blameless from any and all claims that may arise as a result of Buyer's operation on the Division's property.
12. To pay three (3) times the stumpage value for each tree not in the Contract that is cut or wantonly damaged.
13. To comply with all state and county laws and regulations, and be responsible for any violations.

**ARTICLE FIVE.** The Buyer further agrees to use best management practices throughout the operation to insure that erosion and sedimentation are not generated during or following the operation, according to the rules and regulations of Title 3, Chapter 10, Subchapter VI, Delaware's Forestry Practices Erosion and Sediment (E&S) Control Law. An Erosion and Sediment Control Permit must be approved by the Department prior to harvesting timber on this site. The buyer agrees to follow said permit requirements. Any restoration work needed on site as a result of the Buyer's operations will be the sole responsibility of the Buyer. Restoration work will be performed to the satisfaction of the Division.

**ARTICLE SIX.** It is hereby understood by the parties that the Delaware Division of Fish & Wildlife is an agency of the State of Delaware and is sovereignly immune from liability claims.

**ARTICLE SEVEN.** The terms of this agreement and Contract will be completed on or before \_\_\_\_\_.

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

**ARTICLE EIGHT.** The Contract Documents include this Contract, the Invitation to Bid, the Specifications and Exhibits, Attachments and the Bids.

**ARTICLE NINE.** This Contract may be amended upon the mutual written consent of both parties.

IN WITNESS WHEREOF, the said parties have duly executed this agreement in triplicate the day and year first above written.

IN WITNESS WHEREOF, the parties below hereunto set their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

_____ _____ _____	_____ Buyer_____ _____ Title_____ _____ Firm_____ _____ Witness
-------------------------	--

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

IN WITNESS WHEREOF, the parties below have hereunto set their hands on this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
David E. Saveikis,  
Director Delaware Division of Fish & Wildlife

\_\_\_\_\_  
Witness

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife  
**IV. BID QUOTATION REPLY SECTION**

Contract **No.NAT16101-MIDLANDS\_THIN**

**MIDLANDS WILDLIFE AREA - PULPWOOD THINNINGS TIMBER SALE**

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to Delaware Division of Fish & Wildlife by December 15, 2016 at 1 P.M. (Local Time) at which time bids will be opened.

**Bids shall be delivered to:**

**Redden State Forest Office  
18074 Redden State Forest Drive  
Georgetown DE 19947  
302-856-2893**

**PUBLIC BID OPENINGS**

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

**NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING**



STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Attachment A

STATE OF DELAWARE  
DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL  
DIVISION OF FISH AND WILDLIFE  
18074 REDDEN FOREST DRIVE  
GEORGETOWN, DE 19947  
ATTN: ROBERT GANO, REGIONAL WILDLIFE MANAGER

NO BID REPLY FORM

**BID:** NAT16101-MIDLANDS\_THIN

**BID TITLE:** MIDLANDS WILDLIFE  
AREA – PULPWOOD THINNING TIMBER  
SALE

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

- \_\_\_\_\_ 1. We do not wish to participate in the bid process.
- \_\_\_\_\_ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are: \_\_\_\_\_
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to the State. Our objections are: \_\_\_\_\_
- \_\_\_\_\_ 6. We do not sell the items/services on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

\_\_\_\_\_  
FIRM NAME  
SIGNATURE

\_\_\_\_\_ We wish to remain on the Bidder's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Bidder's List **for these goods or services.**

STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Attachment B

**CONTRACT NO.:** NAT16101-MIDLANDS THIN  
**TITLE:** MIDLANDS WILDLIFE AREA – PULPWOOD TIMBER THINNING SALE  
**OPENING DATE:** December 15, 2016 at 1:00 PM (Local Time)

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Division of Fish and Wildlife.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Division of Fish and Wildlife.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME \_\_\_\_\_ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_  
(circle one) (circle one) (circle one)

COMPANY CLASSIFICATIONS: CERT. NO. _____	Women	Yes	No	Minority	Yes	No	Disadvantaged	Yes	No
	Business			Business			Business		
	Enterprise			Enterprise			Enterprise		
	(WBE)			(MBE)			(DBE)		

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:

(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_  
City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_



STATE OF DELAWARE  
DNREC/Division of Fish & Wildlife

Attachment C

**VENDOR BID QUOTATION FORM**

**DELAWARE DIVISION OF FISH & WILDLIFE**

**CONTRACT NO. NAT16101-TIMBER\_THIN**

**MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE**

The undersigned, having read the Contract Documents, hereby proposes to provide all necessary equipment and labor to perform and complete said Contract for the following quoted price (per ton):

TOTAL BID PRICE FOR ALL STUMPAGE \_\_\_\_\_ (price per ton)  
IDENTIFY PRICE PER TON NUMERICALLY

TOTAL BID PRICE FOR ALL STUMPAGE \_\_\_\_\_ (price per ton)  
IDENTIFY PRICE PER TON IN WORDS

OTHER COMMENTS AND PROPOSAL INFORMATION:

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BID SUBMITTED BY: (Please print in blue or black ink, or type)

Company Name:

Address:

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Telephone No.: (\_\_\_\_\_) \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

SIGNED:

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State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

**Business References**

Contract No.: **NAT16101-MIDLANDS\_THIN**

Contract Name: **MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:

**PLEASE DO NOT INCLUDE STATE OF DELAWARE PERSONNEL AS REFERENCES.**

## Attachment E

Contract Name: **MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE**

☐ By checking this box, the Vendor acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.

[illegible]

**Note:** use additional pages as necessary.

## Attachment F

Contract No. NAT16101-MIDLANDS\_THIN  
Contract Title: MIDLANDS WILDLIFE AREA – PULPWOOD THINNING TIMBER SALE

44

## **State of Delaware**

### **Office of Supplier Diversity**

### **Certification Application**

The most recent application can be downloaded from the following site:

<http://gss.omb.delaware.gov/osd/certify.shtml>

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

The minimum criteria for certification require the entity must be at least 51% owned and actively managed by a person or persons who are eligible: minorities, women, veterans, and/or service disabled veterans. Any one or all of these categories may apply to a 51% owner.



#### **Complete application and mail, email or fax to:**

Office of Supplier Diversity (OSD)  
100 Enterprise Place, Suite 4  
Dover, DE 19904-8202  
Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [osd@state.de.us](mailto:osd@state.de.us)  
Web site: <http://gss.omb.delaware.gov/osd/index.shtml>